

# EXHIBIT B

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ELECTRONICALLY FILED  
6/20/2019 1:38 PM  
03-CV-2019-901064.00  
CIRCUIT COURT OF  
MONTGOMERY COUNTY, ALABAMA  
GINA J. ISHMAN, CLERK

**IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA**

**LEDIC MANAGEMENT GROUP, )  
LLC, )**

**Plaintiff, )**

**v. )**

**Civil Action No.:**

**AHA-COLONIAL VILLAGE, )  
LLC, )**

**Defendant. )**

**COMPLAINT**

COMES NOW, the Plaintiff, LEDIC MANAGEMENT GROUP, LLC, (LMG or Plaintiff) and offers the following complaint against the Defendant:

**Parties**

1. Plaintiff is a Tennessee Limited Liability Company with its principal place of business in Montgomery County, Alabama.
2. Defendant is an Ohio Limited Liability Company.

**COUNT I—Breach of Contract**

3. In 2018, the parties entered into an agreement whereby the Defendant agreed to pay LMG “all positive cash flow” generated from the Colonial Village Apartments located in Cincinnati, Ohio (the “Agreement”). Payments were to be made to Plaintiff’s offices in Montgomery. A copy of the Agreement is attached as **Exhibit A**.

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4. Since the Agreement was made, the Colonial Village Apartments have generated positive cash flow. However, Defendant has not paid any of this positive cash flow to LMG.

5. As a result of the breach of the Agreement, Plaintiff has been damaged. It has not received monies to which it is entitled.

6. On April 5, 2019, counsel for Plaintiff sent Defendant a letter demanding payment for the amounts owed. A true and correct copy of the Demand Letter is attached as **Exhibit B**. Defendant has failed to pay the amount owed.

WHEREFORE, the above premises considered, Plaintiff demands judgment against the Defendant in an amount in excess of the jurisdictional minimums of this Court plus interest, costs, attorney's fees, and any such further relief to which it may be entitled.

**COUNT II—OPEN ACCOUNT**

7. Defendant owes Plaintiff money on an open account for the positive cash flows generated from the Colonial Village Apartments.

8. The account is immediately due and payable, but Defendants have failed pay.

WHEREFORE, the above premises considered, Plaintiff demands judgment against the Defendant in an amount in excess of the jurisdictional minimums of this

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Court plus interest, costs, attorney's fees, and any such further relief to which it may be entitled.

s/ J. Evans Bailey  
J. EVANS BAILEY (BAI062)  
Attorney for Plaintiff

OF COUNSEL:

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**A jury trial is not requested.**

s/ J. Evans Bailey  
Of Counsel

**SERVING DEFENDANT BY PRIVATE PROCESS SERVER AT:**

AHA-Colonial Village LLC  
c/o its member or managing agent  
Affordable Housing America, Inc.  
c/o Peter Wasserman  
4770 S. Atlanta Road SE STE. 200  
Atlanta, Georgia 30339